

Fund for Boston Neighborhood, Inc.,

P.O Box 961555
Boston, MA 02196-1555

5/5/2005

Standard Rental Agreement

*The Strand Theatre is owned by the city of Boston's Department for Neighborhood Development. Under a licensed agreement between the Fund for Boston Neighborhoods Inc. and the City of Boston's Department for Neighborhood Development signed July 02, 2004, the Fund for Boston Neighborhoods Inc. is authorized to enter into rental agreements as the lessor of the Strand Theatre thus authorizing this rental agreement**

This "Agreement" is made this _____ day of _____ between the **Fund for Boston Neighborhoods, Inc.**, P.O Box 961555, Boston, MA 02196-1555 here thereafter known as the "FBN, INC" and:

Company/Name:

Address:

Phone/Fax#:

Email Address:

Here thereafter known as the "**LESSEE**", for the rental of the Strand Theatre, 543 Columbia Road, Dorchester, MA 02125, up on the terms and conditions set forth herein. It is mutually agreed between the parties as follows:

This is a rental contract only. Expenses included in this contract are as follows:

- | | |
|--------------------------------------|-------------------------------|
| 1.Rental of Space | 5.Event Manager |
| 2. Fee for Liability Insurance | 6. Telephones/Workstation |
| 3. Staffing/Security & Boston Police | 8.Basic Lighting |
| 4. Cleaning Services | ****(LESSEE) [_____] |

1. Facility Use and Purpose

The **LESSEE** agrees to the use of the **Strand Theatre** facilities for the purposes specified below:

Load In Date:

Event Date:

Description:

Load Out Date:

Load In Time:

Event Time:

Audience Size:

Load Out Time:

**Audience size/rental fee may be changed up to two weeks prior to the event. See Box Office Agreement. Changes in audience size made less than two weeks prior to the event will result in an (additional fee) on top of the additional rental fee due.*

LESSEE must request specific permission to sell liquor and **LESSEE** understands that if liquor is sold or distributed at an event, admission to the event must be limited to individuals twenty-one years of age or older. Photo ID's must be checked at the door by a member of the premises security staff. **LESSEE** understands that the **FBN, INC.** has a no-open bar policy for any events open to the public. If drinks are included in the admission charge, drink tickets must be used, no exceptions. Bartenders must be T.I.P certified.

Fund for Boston Neighborhood, Inc.,

P.O Box 961555

Boston, MA 02196-1555

5/5/2005

Appropriate Liquor License, beer and wine or full bar must be presented prior to commencement of license period. Liquor liability coverage requirements will be not less \$1,000,000 per occurrence and not less

than \$2,000,000 in the aggregate must be procured when alcohol is distributed on the licensed premises. Liquor Liability insurance, naming the **FBN, INC** as additionally insured, will be required; Certificate of Liquor Liability Insurance will be provided not less than 48 hours prior to the commencement of the license period. **(This can be faxed to FBN, INC at 617 635-2397.)**

Additional insurance requirements are outlined below.

The **LESSEE** shall complete the final load-out by the time specified above. If the **LESSEE** does not load-out all equipment by the above time, it shall be deemed abandoned and the **FBN, INC.** may dispose of it as it sees fit, including the right, but the obligation to store it at the **LESSEE's** expense.

2. Rental Fee/Deposit/Payment:

LESSEE agrees to pay the **FBN, INC.** the following:

Four Wall Rental:

Non- Refundable Deposit:

Remaining Balance Due:

Total Rental:

Total Fee:

LESSEE agrees to deliver payment in full by:

(2 weeks prior to the event)

If such payment is made less than ten(10) business days prior to the event, payment must be made by CASH, MONEY ORDER, or CERTIFIED CHECK. THIS PAYMENT IS NOT REFUNDABLE. FAILURE TO MAKE PAYMENT WITHIN THE ALLOTTED TIME WILL RESULT IN TERMINATION OF AGREEMENT BETWEEN "THEATRE" AND SAID "LESSEE". THERE WILL BE A \$20 FEE FOR RETURNED CHECKS

The **FBN, INC. reserves the right to CANCEL without penalty any event for which a complete payment has not been made two weeks prior to the event.*

(LESSEE)[_____]

2a. No Assignment:

The **LESSEE's** rights under this; other uses restricted Agreement are personal and the **LESSEE** may not assign, sublet or otherwise grant or permit any other person to exercise the rights granted to the **LESSEE** under this Agreement. The **LESSEE** shall not offer any program other than the one specified in this Agreement, without prior written consent to the **FBN, INC.**

3. Indemnification and Waiver of Claims:

LESSEE agrees to pay, indemnify, and save harmless and defend the **FBN, INC.** and the landlord under the Master Lease, its officers, boards, agents, servants, and employees, except in cases of willful negligence or misconduct on their part: against any and all claims, actions, or suits brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained by any person or persons in or about the building; and of and from any and all liability, loss, and expense, including reasonable legal expenses arising from injury to persons or property of any and every nature, and for any matter arising from the occupation and use of the building, or any other neighboring property known as and part of the Strand, by the **LESSEE**, its agents, employees, students, family members and friends at any time during the term of this agreement.

Each party agrees to indemnify and hold harmless the other from all claims and damages including reasonable attorney's fees, except in cases of the indemnifying party's negligence or willful misconduct with respect to a third party.

Fund for Boston Neighborhood, Inc.,

P.O Box 961555

Boston, MA 02196-1555

5/5/2005

4. Insurance

If agents of the **FBN, INC.** deem necessary, **LESSEE** shall obtain and maintain in full force and effect such comprehensive public liability, comprehensive general liability, or owner's public liability insurance as will protect **LESSEE, FBN, INC.**, and any parties designated by **FBN, INC.** from any and all claims and damages to any property, arising out of or in connection with the conduct and operation of **LESSEE's** use of the licensed premises or any work performed therein by **LESSEE** or its contractors, subcontractors, or anyone directly or indirectly employed by any of them, The required limits of such liability insurance are: Bodily Injury-not less than \$1,000,000 combined single limit for each occurrence and in the aggregate; Property Damage-not less than \$100,000.

The **FBN, INC.** will be named as additionally insured under all insurance policies, and evidence of coverage in the form of insurance certificates must be provided to the **FBN, INC.** not less than 48 hours prior to commencement of the license period. This can be faxed to the **FBN, Inc** at **617 635-2397**.

5. Facilities and Services Provided

The **FBN, INC.** agrees to provide the following for the **LESSEE's** use:

- a. Stage in clear and usable condition, curtains and general repertory lighting plot as rigged and in good working condition
- b. Dressing rooms, toilets and shows, as available
- c. Auditorium, lobbies and entrance areas in clean working conditions
- d. Function rooms or other special areas if specified below
- e. Inclusion in the **FBN, INC.'s** general publicity and promotion, including the **FBN, INC.'s** marquee at the **FBN, INC.'s** discretion
- f. Consultation with **FBN, INC.'s** Technical Director. This must be done 2 weeks before the show so as to allow correct staffing and technical requirements.

All stage materials brought into the theater need to be approved and stamped by the Boston Fire Department.

6. Box Office Rules and Regulations

The **Lessee** will be responsible for all ticket sales for their event inclusive of daily sales against **Ticket Web** computer tally.

Ticket Web through an agreement with the **FBN, Inc.** will be responsible for all presales via credit cards as specified below:

At the time of Settlement, **Ticket Web** shall collect, (or deduct from future Settlement, or invoice **Lessee**) for all applicable Inside Charges, as defined below. All applicable Inside Charges shall be clearly described on all Settlement documents. (All Inside Charges not collected by **Ticket Web** at the time of Settlement shall be paid in full by **Lessee** within thirty (30) days.) Inside Charges are as follows:

1. **CREDIT CARD DISCOUNT:** For all tickets purchased through **Ticket Web** for **Lessee's** Events that are paid for by credit or debit card, **Ticket Web** shall retain two and three quarters percent (2.75%) of the total ticket face value, computed on a per-ticket basis at the time of sale and rounded up to the nearest penny. This amount shall not be refundable to **Lessee** under any circumstances.
2. **CHARGEBACK INDEMNIFICATION:** Lessee agrees to reimburse **Ticket Web** for any and all expenses incurred by **Ticket Web** as a result of any disputed credit (or debit) card transactions associated with User's Events within 30 days, with the exception of errors caused by **Ticket Web**.

Fund for Boston Neighborhood, Inc.,

P.O Box 961555
Boston, MA 02196-1555

5/5/2005

In the event of a disputed transaction, **Ticket Web** shall provide to **Lessee** all supporting documentation of said expenses that **Ticket Web** is given by **Ticket Web's** credit card processing service.

3. **BASIC SERVICE FEE:** For every ticket order, regardless of the method of purchase or fulfillment, **Ticket Web** is authorized to collect and retain US \$1.50 per order plus fourteen and one-half percent (14.5%) of the face value of each ticket, with a minimum of US \$1.50 per ticket and a maximum of US \$3.50 per ticket.
4. **HUMAN ASSISTANCE FEE:** Notwithstanding the Basic Service Fee, for every ticket sold through the **Ticket Web** Call Center or **Ticket Web** Outlet, **Ticket Web** is authorized to collect and retain an additional US \$1.25 per ticket for personal customer service.
5. **Additional Distribution and Fulfillment Services**

In addition to online ticket sales with will call pick up; **Ticket Web** also offers sales via other means such as, for example, Charge by Phone and delivery via U.S. Mail or UPS (or equivalent carrier) or electronic means (e.g., **TicketFast**). These services are automatically offered to ticket buyers, at **Ticket Web's** discretion at **Ticket Web** standard charges for these delivery options.

The **Lessee** will be responsible for stating in all printed materials as follows:

****For advanced ticket sales, call Ticket Web at: 1 866 468 7619 or www.ticketweb.com**

All marketing materials (advertisements, mailings and posters) are to include Ticket Web's website address: www.ticketweb.com and telephone number 1 866 468 7619.

All print materials will include address and directions to the Strand Theatre as suggested below:

**Address: 543 Columbia Road
Dorchester, MA 02125**

Public Transportation:

- **Red Line to Andrew station**, then either #16 (Forest Hills) bus or #17 (Field's Corner) bus to Upham's Corner/Dudley Street. Get off in front of Payless shoe store. The Strand is up one block on the left, just past Bank Boston.
- **Orange Line to Ruggles station**, then the #15 (Upham's Corner) bus via Dudley Station. Get off in front of Payless shoe store. The Strand is up one block on the left, just past Fleet Bank.
- **Orange Line to Forest Hills station**, then #16 (Forrest Hills) bus to Upham's Corner. Get off in front of Payless shoe store. The Strand is up one block on the left, just past Fleet Bank.

Driving :

- **From South:** Take I-93 North to exit 15, Columbia Road. Left at the bottom of ramp to third set of lights. There is a Kentucky Fried Chicken / Store 24 on the corner. Turn left onto Columbia Road. Go through two sets of lights, the Strand is on the left, just past Fleet Bank.
- **From North:** Take I-93 South to exit 15, Columbia Road. Right at the bottom of ramp to third set of lights. There is a Kentucky Fried Chicken / Store 24 on the corner. Turn left onto Columbia Road. Go through two sets of lights, the Strand is on the left, just past Fleet Bank.

Fund for Boston Neighborhood, Inc.,

P.O Box 961555
Boston, MA 02196-1555

5/5/2005

- **From West:** Mass Pike (I-90) east into Boston, to I-93 south. Follow "From the NORTH" directions.
- **From Jamaica Plain/ Brookline:** Take the JamaicaWay south to the Arborway. Go over the bridge at Forrest Hills to the rotary. Go 3/4 around the rotary and turn into Franklin Park. Go through the park, and turn left onto Blue Hill Avenue. Go about 50 yards, then make a right onto Columbia Road. The Strand is about 1 1/3 miles down on the right, just past the Strand Pharmacy.

Parking :

- There is plenty of on-street parking on Columbia Road in the evenings. Free off-street parking will be available in the Municipal lot, located off of Dudley Street, behind America's Foodbasket and Payless Shoes. Free parking is often available in the Citizen's Bank lot, located at the corner of Columbia Road and Cushing Avenue, next to Fleet Bank.

On site box office hours will be as follows: Wednesday-Sunday 11 am to 6:00 pm. Box Office phone number: 617 635-1409

The **FBN Inc** expects that the **Lessee** will run the on site theatre box office operations in a courteous and professional manner.

There will be one security guard assigned to the theatre box office during the day(s) of event performances.

FBN, Inc will provide a specified workstation area within the box office said to include:
Local telephone access only, cash drawer, seating and locksafe.

The **FBN, Inc** will provide a liaison, which will ensure that the **Lessee's** onsite ticket sales and reporting is compatible with **Ticket Web** will provide access and training on use of equipment. The Strand Theatre Mgr. as the **FBN, Inc.** liaison to **Ticket Web** will issue a seating manifest for all on-line sales based on selection from **Lessee's** criteria.

The FBN, INC.'s liaison is not responsible for and will not provide any cash transactions in the Box Office. The FBN, Inc.'s liaison will be available to assist with the distribution of will call and press tickets.

The **Lessee** will be responsible for any lost or damaged equipment. Replacement cost and or repairs will be charged to security deposit.

Upon receipt of all **Ticket Web** collected proceeds from on line sales, **FBN, INC** will remit portion of such proceeds due to Lessee less the amount to which **Ticket Web** is entitled pursuant to this agreement within 30 days:

Fund for Boston Neighborhood, Inc.,

P.O Box 961555

Boston, MA 02196-1555

5/5/2005

Credit Card Discount: For all tickets purchased through **Ticket Web** for **Lessee's** event that are paid for by credit or debit card, **Ticket Web** shall retain two and ½ percent (2.50%) of the total ticket face value, computed on a per-ticket basis at the time of sale and rounded up to the nearest penny. This amount shall not be refundable to **Lessee** under any circumstances.

Lessee will sell tickets via **NUBIAN NOTION**. **Lessee** is responsible for ticket distribution and reconciliation of account.

7. Publicity

In advertising or publicizing the address of the licensed premises hereunder, and in referring to the address thereof, **LESSEE** shall refer to "The Strand Theatre, owned by the City of Boston and managed by the Fund for Boston Neighborhoods, Inc" by name. Unless prior written notice has been received by the **LESSEE** from the **FBN, INC.**, any use of the name "The Strand Theatre" and any other variation of the name is expressly forbidden, excepting only the use of the name to identify the location and address of the licensed premises. The **FBN, INC.** must approve all copy for advertisements publicity prior to the publications and distribution. Failure to comply with this section or violation of this section will result, at the **FBN, INC.**'s discretion, without notice, in the immediate termination of this license without recourse or damage to the **FBN, INC.**. The **LESSEE** shall include the logo of the Strand Theatre in all promotional materials as reasonably possible.

8. Documentation

The **FBN, INC.** reserves the right to the audio and/ or video representation of the theater. Should the **LESSEE** wish to document the event, the **LESSEE** shall deliver to the **FBN, INC.** a finished copy of any audio or videotape, film, disk or other form or documentation of the event. In addition, at the **FBN, INC.**'s request as soon as reasonably possible, the **LESSEE** shall make available a portion of such finished documentation or a portion of unfinished, rough or draft documentation to the **FBN, INC.** for the **FBN, INC.**'s own promotional use. If the **LESSEE** maintains their own website(s), the **LESSEE** shall provide a hyperlink to the **FBN, INC.**'S site, free of charge.

9. Security

LESSEE retains a security staff of guards from a firm contracted by the **FBN, INC.**. The level of security required is determined by the **FBN, INC.** One in line Boston Police Detail may also be used at the expense of the **LESSEE**. Expenses below:

Boston Police @ hrs @ \$ p/h

Private Security @ hrs @ \$ p/h

EMS @ hrs @ \$ p/h

10. Intermission/ Concessions

The **FBN, INC.** reserves to itself all rights to all concessions. Such concessions may include without limitation, food, drink, and material goods.

11. Care of the Theater

The **LESSEE** agrees:

- a. To accept the theater in its present condition to make no improvements, changes, alterations or decorations in the area of the theater facility without the **FBN, INC.**'s prior consent and the approval of all governmental authorities having jurisdiction thereof
- b. To pay for all damages to the written **FBN, INC.**'s property caused by any employee, agent, guest or invitee of the **LESSEE**, or by any other person using or entering the theater at any time while the **LESSEE** is using the theater.
- c. To use the theater in full accordance with the laws, ordinance, rules and regulations of all the governmental authorities having jurisdiction thereof
- d. To restore the theater to the same condition it was in immediately prior to each use granted by this agreement
- e. To secure permission from the **FBN, INC.** for any additional equipment and/ or scenery the **LESSEE** wishes to bring in.
- f. To **PROHIBIT SMOKING ANYWHERE WITHIN THE BUILDING**
- g. To require each audience member to have a ticket, and to rip and collect a ticket stub from each audience member
- h. To meet (or have their designated representative meet) with members of the **FBN, INC.**'s staff for a production meeting at least 15 days prior to the event if applies.

12. Seats

The maximum capacity of the theater is 1375. This includes a capacity for 15 wheelchairs.

The **LESSEE** shall reserve for the **FBN, INC.** at no cost twenty (20) tickets for each event. The **FBN, INC.** shall notify the **LESSEE** one (1) hour before the start of each event should the tickets not be required.

13. LESSEE's Representation

The **LESSEE** warrants and represents that any event produced at the theater under this agreement does not and will not contain any matter that is obscene, libelous or otherwise contrary to the law; that the **LESSEE** has the full right and privileges to produce the same, that the performance of the work(s) will not violate or infringe upon any copyrights, rights or privacy or any other rights of any person whatsoever or any breach or alleged breach of any of the **LESSEE**'s representations herein or obligations hereunder, or any other liability or obligation of the **LESSEE**.

14. License Fees

With the exception of the events entertainment license, the **LESSEE** is responsible for all production costs, including the payment of any and all royalty and licensing fee incurred as a result of the **LESSEE**'s use of the theater.

15. Fire Proofing

All decorations, set pieces, flats, scenery, drapes and curtains brought in by the **LESSEE** for use on stage during performances must be fireproofed and a certificate of fireproofing from the City of Boston Fire Department must be produced for each item.

Fund for Boston Neighborhood, Inc.,

P.O Box 961555

Boston, MA 02196-1555

5/5/2005

16. Rules and Regulations

The **LESSEE** shall abide by the rules and regulations of the **FBN, INC.** as interpreted by the **FBN, INC.**'s staff and all legal and insurance requirements applicable to the **FBN, INC.**. The **LESSEE** shall make no distinction, discrimination, or restriction on account of race, color, religious creed, national origin, age, disability, sex, sexual orientation or ancestry relative to the admission or treatment of any person.

17. Uncontrollable Circumstances

If, in the opinion of the **FBN, INC.**, the theater is rendered unsuitable for the **LESSEE**'s use due to fire, national or local calamity or emergency, natural disasters, strikes, labor disputes or any other contingency or occurrences beyond the control of the **FBN, INC.**, the **FBN, INC.** shall not be responsible to the **LESSEE** for any damage thereby and the **FBN, INC.** in such an event may terminate this agreement without liability within twenty-four (24) hours notice to the **LESSEE** of if later, as soon as reasonably possible. All other existing obligations agreed on by the parties continue to bind the parties. In such event, the terms of this agreement shall not be extended and the **FBN, INC.** shall not be obligated to provide the theater to the **LESSEE** for us at a later time.

18. Telephone and Office Space

A specified workstation shall be available on the period of the rental.

19. LESSEE's Personnel

A full list of all personnel with the **LESSEE**'s show party must be available 24 hours in advance to the **FBN, INC.** This list will be used for admittance by security.

20. Employees

The **LESSEE** hereby acknowledges that all persons employed in the theater during the period of the **LESSEE**'s use, in connection with the **LESSEE**'s use or related to the **LESSEE**'s use, except the **FBN, INC.**'s own permanent staff and volunteers shall be deemed for all purposes to be employees of the **LESSEE**; the **LESSEE** shall solely and exclusively responsible for payments to such employees and payments to any appropriate governmental authorities for all taxes and unemployment insurance and the **FBN, INC.** shall not be responsible thereof.

21. Event Listing

Marquee Listing:

22. All Agreements

This agreement incorporates all agreements between the **LESSEE** and the **FBN, INC.** and there shall be no variation or modification unless in writing, together with any exhibits of schedules attached here by both parties to this agreement. The **FBN, INC.** maintains the right to cancel the event without penalty if the **LESSEE** violates any conditions of this agreement (**LESSEE**) [_____]

23. Cancellation

Any event which is cancelled less than one week prior to the scheduled event shall result in the forfeit of all moneys paid by the **LESSEE** to the **FBN, INC.**. In addition, the **FBN, INC.** can cancel the production if the artist/s are not present 30 minutes prior to the scheduled start time for the presentation, or if for any other reason the performance is unable to begin or proceed. If the **LESSEE** cancels the event before or during the event, the **LESSEE WILL BE RESPONSIBLE FOR ALL REFUNDS TO THE PATRONS.**

24. Rental Agreement Only

This is a Rental Agreement only and nothing contained herein shall be deemed to constitute a joint venture, landlord tenant or trust relationship between the parties.

For the FBN, INC.:

For the LESSEE:

Name: _____
President

Title:

Date: _____

